

RECORDATION NO. 8413-A Filed & Recorded

Executed in 7 counterparts of which this is counterpart No. 2

MAR 28 1977 - 11 25 AM

INLAND COMMERCE COMMISSION  
BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1976, SERIES 3

Supplemental Agreement

AGREEMENT dated as of the 18th day of February, 1977, by and between FIRST TRUST COMPANY OF SAINT PAUL, a trust Company duly organized and existing under the laws of the State of Minnesota (hereinafter called the Trustee), of the first part, and BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company), of the second part. Words defined in the Agreement hereinafter described are used herein as so defined unless otherwise expressly provided or unless the context otherwise requires.

WHEREAS, by a certain Equipment Trust Agreement dated as of August 1, 1976 (hereinafter called the Agreement) executed by the Trustee and the Company, there was established "Burlington Northern Inc. Equipment Trust of 1976, Series 3; and

WHEREAS, by the Agreement, the Trustee did let and lease to the Company certain units of Equipment described in Schedule A to the Agreement (hereinafter called the Original Equipment) for a term of 15 years from and after August 1, 1976, upon the terms and conditions therein specified; and

WHEREAS, pursuant to the provisions of the Agreement the Company has deemed it necessary to procure for its transportation services and to include in the trust created by the Agreement, other Equipment in addition to the units of Original Equipment described in Schedule A to the Agreement.

NOW, THEREFORE, pursuant to the provisions of the Agreement, Schedule A is hereby amended by adding three (3) Cabooses, Road Nos. FWD 169-171, both inclusive, (hereinafter called the Additional Equipment) and in consideration of the covenants and promises contained in the Agreement, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all of the terms and conditions of the Agreement as though the Additional Equipment had been a part of the Original Equipment described in the Agreement.

The Company hereby agrees to accept delivery and possession of the Additional Equipment under the Agreement and hereby accepts the terms and conditions upon which the

Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

It is understood and agreed that, except as otherwise provided in the Agreement, the title to and ownership of the Additional Equipment shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Agreement or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first written.



FIRST TRUST COMPANY OF SAINT PAUL

By *D. Z. Oyer*  
SENIOR Vice President

ATTEST:

*E. Hedberg*  
Assistant Secretary

(CORPORATE SEAL)

BURLINGTON NORTHERN INC.

By *Frank H. Coyle*  
Executive Vice President-  
Finance and Administration



ATTEST:

*G. F. Schenk*  
Assistant Secretary

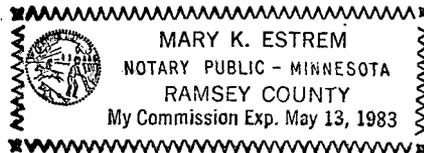
(CORPORATE SEAL)

STATE OF MINNESOTA            )  
  ) SS.:  
COUNTY OF RAMSEY            )

On this 24th day of February, 1977, before me personally appeared D. L. Doyon, to me personally known, who being by me duly sworn, says that he is a Vice President <sup>SENIOR</sup> of First Trust Company of Saint Paul; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

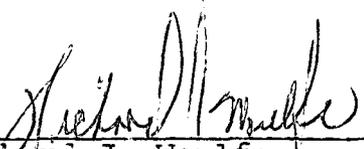
Mary K. Estrem

(SEAL)



STATE OF MINNESOTA            )  
  ) SS.:  
COUNTY OF RAMSEY            )

On this 22nd day of February, 1977, before me personally appeared Frank H. Coyne, to me personally known, who being by me duly sworn, says that he is Executive Vice President-Finance and Administration of Burlington Northern Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Richard J. Woulfe  
Notary Public - Minnesota  
Ramsey County  
My Commission Expires April 30, 1977

(SEAL)

